

THE HONORABLE TANA LIN

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

WILLIAM MCNAE and RONDA MCNAE,

Plaintiffs,

v.

ARAG INSURANCE COMPANY,

Defendant.

Case No. 2:24-cv-00211-TL

DECLARATION OF ANN COSIMANO
IN SUPPORT OF ARAG INSURANCE
COMPANY'S OPPOSITION TO
PLAINTIFFS' MOTION TO STAY

I, Ann Cosimano, declare under penalty of perjury under the laws of the State of Washington and the United States of America that the following statements are true and correct:

1. I am General Counsel for ARAG Insurance Company ("ARAG"). I am of legal age, am competent to testify, and have personal knowledge of the matters herein.

2. Attached hereto as **Exhibit 1** is a true and correct copy of ARAG Policy No. 10377, issued to the policyholder Microsoft Corporation for the period January 1, 2022 to December 31, 2022.

3. Attached hereto as **Exhibit 2** is a true and correct copy of the Certificate of Insurance for the Microsoft Corporation Legal Expense Insurance Plan for the period January 1, 2022 to December 31, 2022.

1 4. ARAG maintains a network of independent attorneys who may (or may not)
2 agree to represent a particular insured, and with whom ARAG has contracted for standard rates
3 that depend on the type of legal representation, typically a flat fee for an entire matter, although
4 alternate arrangements are available for matters of greater complexity such as the actions
5 brought against the McNaes.

6 5. Alaina Fotiu-Wojtowicz did not have a contract with ARAG, and was therefore
7 not Network Counsel. Rather than simply paying Mr. McNae his pre-trial \$800 indemnity
8 benefit (and potentially an additional Trial Indemnity Benefit of \$300-400 per half-day of trial
9 up to a stated maximum if and when the case were to go to trial in the future), ARAG – though
10 under no obligation to do so – sought to accommodate Ms. McNae and entered into a contract
11 with Ms. Fotiu-Wojtowicz to represent Ms. McNae for an hourly fee of \$550, paid by ARAG.

12 6. Attached hereto as **Exhibit 3** is a true and correct copy of the Fee Agreement –
13 Hourly Rate between Brodsky Fotiu-Wojtowicz, PLLC and ARAG, effective July 28, 2022.

14 7. Stephanie Casey was not a Network Attorney, but rather than simply paying Mr.
15 McNae his pre-trial \$800 indemnity benefit (and potentially an additional Trial Indemnity
16 Benefit of \$300-400 per half-day of trial up to a stated maximum if and when the case were to
17 go to trial in the future), ARAG – though under no obligation to do so – sought to accommodate
18 Mr. McNae too by entering into a contract with Ms. Casey to represent Mr. McNae in the
19 Federal Lawsuit for an hourly fee of \$550, paid by ARAG.

20 8. Attached hereto as **Exhibit 4** is a true and correct copy of the Fee Agreement –
21 Hourly Rate between Colson Hicks Eidson and ARAG, effective January 11, 2023.

22 9. Attached hereto as **Exhibit 5** is a true and correct copy of a letter from the ARAG
23 Legal Department to Alaina Fotiu-Wojtowicz, dated November 20, 2023.

1 10. Attached hereto as **Exhibit 6** is a true and correct copy of a letter from the ARAG
2 Legal Department to Stephanie Casey, dated November 20, 2023.

3 11. Attached hereto as **Exhibit 7** is a true and correct copy of a spreadsheet
4 document payments made to Brodsky Fotiu-Wojtowicz, Plc (Ms. Fotiu-Wojtowicz's law firm)
5 and Colson Hicks Eidson, P.A. (Stephanie Casey's law firm) for legal services rendered to the
6 McNaes in the case captioned *Fitzgerald and de Varona v. McNae*, Case No. 1:22-cv-22171-
7 JEM in the U.S. District Court for the Southern District of Florida (the "Federal Lawsuit").
8 This information was produced to the McNaes in this lawsuit, bearing Bates number
9 ARAG000002. However, that spreadsheet included payments made by ARAG to attorneys for
10 the McNaes in other matters, which have been deleted from **Exhibit 7**.

11 12. ARAG paid Ms. Fotiu-Wojtowicz's firm a total of \$544,402.50, which is
12 approximately 680 times the pre-trial \$800 indemnity benefit to which Ms. McNae was entitled
13 under the Certificate (none of Ms. Fotiu-Wojtowicz's time was spent on trial in the Federal
14 Lawsuit). ARAG also paid Ms. Casey a total of \$345,162.50, which is approximately 431 times
15 the pre-trial \$800 indemnity benefit to which Mr. McNae was entitled under the Certificate
16 (none of Ms. Casey's time was spent on trial in the Federal Lawsuit).

17 13. Attached hereto as **Exhibit 8** is a true and correct copy of a letter from the ARAG
18 Legal Department to the McNaes dated November 20, 2023.

19 14. Attached hereto as **Exhibit 9** is a true and correct copy of a letter from the ARAG
20 Legal Department to the McNaes, dated November 21, 2023.

21 15. Richard Gomez contacted ARAG on approximately November 30, 2023, stating
22 that the McNaes were interested in retaining his services. Mr. Gomez would not represent the
23 McNaes pursuant to ARAG's standard rates, and I communicated with Mr. Gomez between
24 that date and early February 2024 about the rates under which Mr. Gomez would agree to

1 represent the McNaes. During that period Mr. Gomez was also considering whether he would
2 undertake the representation at all. During this time period, I learned that the McNaes had filed
3 this lawsuit against ARAG. I continued to communicate with Mr. Gomez and we reached an
4 agreement on the rates in early February 2024.

5 16. Attached hereto as **Exhibit 10** is a true and correct copy of a letter from Richard
6 Gomez to me, dated February 12, 2024, with executed Amendment to ARAG Attorney
7 Agreement, dated February 12 and 14, 2024.

8 17. Attached hereto as **Exhibit 11** is a true and correct copy of and email chain
9 between me and David Faddoul, copying others, for the dates September 17-25, 2024.

10 18. Attached hereto as **Exhibit 12** is a true and correct copy of an email chain
11 between me and Mr. McNae dated October 15, 2024.

12 19. Attached hereto as **Exhibit 13** is a true and correct copy of an email from me to
13 Ms. McNae dated October 15, 2024, with attachment. The same attachment was included on
14 my emails to Mr. Faddoul and Mr. McNae attached hereto as **Exhibits 11 and 12**, but are
15 omitted from those exhibits in the interest of brevity.

16 20. Because the fees in ARAG's standard fee schedule would not be acceptable in
17 the Fitzgerald Lawsuits for most Network Counsel – it is based on simpler, routine legal matters
18 – ARAG had to negotiate terms for any Network Counsel considering representing the McNaes.
19 I handled those negotiation communication, and at no time did I or ARAG misrepresent the
20 fees it would agree to pay.

21 21. Attached hereto as **Exhibit 14** is a true and correct copy of an email chain
22 between me and Mr. McNae for the dates October 18, 2024 through December 4, 2024. As
23 reflected in those emails, Mr. McNae's representations to prospective counsel about what
24 ARAG would pay them created unrealistic expectations of hourly rates that were not

1 commensurate with the experience of certain counsel, and which hindered ARAG's ability to
2 come to terms with Network Counsel to represent him.

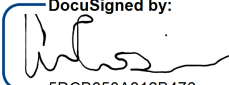
3 22. Attached hereto as **Exhibit 15** is a true and correct copy of an email chain
4 between me and Keisha Hall, dated November 20, 2024 to January 7, 2025.

5 23. Attached hereto as **Exhibit 16** is a true and correct copy of an email chain
6 between me and Nichelle Womble, dated December 12, 2024 to January 9, 2025.

7 24. I understand from the McNaes' pending motion to stay the above-captioned
8 litigation that they have submitted complaints to various regulatory agencies, including the U.S.
9 Department of Justice, the Securities and Exchange Commission, and various state agencies. I
10 am general counsel for ARAG, and would be informed immediately of any contact from such
11 agencies a consumer complaint. As of this writing, I have not received any notice that we have
12 been contacted by any regulatory agency relating to the McNaes related to any post-lawsuit
13 regulatory complaint described in the McNaes' motion.

14 25. Attached hereto as **Exhibit 17** is a true and correct copy of an email from Mr.
15 McNae to the ARAG Legal Department email address, dated November 30, 2023.

16
17 Dated this 20th day of February 2025, at Des Moines, Iowa.

18
19 DocuSigned by:
20 
21 5DCB650A312B476...
22 Ann Cosimano
23
24

CERTIFICATE OF SERVICE

Pursuant to the laws of the United States and the State of Washington, the undersigned certifies under penalty of perjury that on the 20th day of February, 2025, the document attached hereto was served upon the below counsel in the manner indicated:

Pro Se Plaintiff

William McNae
504 11th Place
Kirkland, WA 98033
prose.wmcnae@gmail.com

- ☐ Via CM/ECF
- ☒ Via electronic mail
- ☐ Via U.S. Mail, postage prepaid
- ☐ Via Facsimile
- ☒ Via Courier
- ☐ Via Overnight delivery

Pro Se Plaintiff

Ronda McNae
504 11th Place
Kirkland, WA 98033
prose.rmcnae@gmail.com

- ☒ Via CM/ECF
- ☒ Via electronic mail
- ☐ Via U.S. Mail, postage prepaid
- ☐ Via Facsimile
- ☐ Via Courier
- ☐ Via Overnight delivery

DATED this 20th day of February, 2025, in Kansas City, MO.

By s/Gwendolyn M. Wall
Gwendolyn M. Wall, paralegal